

AMENDMENT NO. 5 TO LEASE NO. 14766

PARCEL NO. 104R - MARINA DEL REY SMALL CRAFT HARBOR

READJUSTMENT OF RENT

THIS AMENDMENT TO LEASE is made and entered into this 9th day of may, 2000 (the "Effective Date").

BY AND BETWEEN

COUNTY OF LOS ANGELES
hereinafter referred to as "County",

AND

DEL REY SHORES PERSONAL
WAREHOUSES, a joint venture, hereinafter
referred to as "Lessee".

WITNESSETH:

WHEREAS, County and Lessee's predecessor in interest entered into Lease No. 14766 under the terms of which County leased to Lessee's predecessor in interest that certain real property located in the Marina del Rey Small Craft Harbor, County of Los Angeles, State of California, now commonly known as Parcel 104R, which leasehold premises (the "Premises") are more particularly described as Exhibit "A" attached to and incorporated in said lease, as amended (the lease and all amendments are collectively hereafter referred to as the "Lease"); and

WHEREAS, Section 15 of said Lease provides that as of March 15, 2000, and as of March 15th of every tenth (10th) year thereafter (the "Rental Adjustment Date"), the square foot rental, all categories of percentage rentals and liability insurance requirements (collectively, the "Adjusted Rentals") shall be readjusted by Lessee and County in accordance with the standards established in said Section 15; and

WHEREAS, Section 15 further provides that such readjustments shall be accomplished by agreement of the parties and in the event such agreement cannot be reached, the readjustments shall be settled by binding arbitration in the manner set forth at length in said Section 15; and

WHEREAS, the parties hereto have reached agreement with respect to the Adjusted Rentals which are to apply for the ten (10) year period commencing on March 15, 2000 (the "2000 Rental Adjustment Date");

NOW, THEREFORE, in consideration of the mutual agreements, covenants and restrictions contained herein, the parties, and each of them, agree as follows:

1. **SQUARE FOOT RENTAL.** Commencing as of the 2000 Rental Adjustment Date, the first Paragraph of Section 12 (SQUARE FOOT RENTAL) of said Lease is deemed amended to read as follows:

"Commencing as of the 2000 Rental Adjustment Date, the annual square foot rental for the whole of the Premises shall be \$21,807.50. On March 15, 2003 and March 15th of every third year thereafter, the annual square foot rental shall be readjusted to equal seventy-five percent (75%) of the annual average of all rents payable by the Lessee under the Lease for the immediately preceding three-year period."

2. **PERCENTAGE RENTALS.** There shall be no readjustment to the percentage rental rates to be paid by Lessee under Section 13 (PERCENTAGE RENTALS) of the Lease for the ten-year period commencing on the 2000 Rental Adjustment Date.

3. **RETROACTIVE RENT & INTEREST.** The amounts owed by Lessee to County representing the difference between (i) the rents payable by Lessee under the rental rates in effect prior to the effectiveness of this Lease Amendment from the 2000 Rental Adjustment Date to the Effective Date and (ii) the sum which is calculated to be due as rental payments from the 2000 Rental Adjustment Date to the Effective Date based upon the rental adjustments set forth in this Lease Amendment (the "Retroactive Rent"), plus appropriate interest, shall be paid by the Lessee to the County in accordance with the provisions of Section 15 of the Lease.

4. **INDEMNITY CLAUSE & CASUALTY INSURANCE.** Commencing as of the Effective Date, the second paragraph of Section 26 (INDEMNITY CLAUSE AND CASUALTY INSURANCE) of said Lease is deleted and the following substituted therefor:

"Lessee shall maintain in full force and effect during the term of this Lease comprehensive general liability insurance to be written on a commercial general liability policy form CG 00 01 or its equivalent covering the hazards of premises/operations, contractual, independent contractors, advertising, product/completed operations, broad form property damage and personal injury with a combined single limit of not less than \$5,000,000 per occurrence. The County and the Board of Supervisors, their officers, agents and employees shall be named as additional insureds under such liability insurance policy or policies."

5. **MISCELLANEOUS.** Except as herein specifically amended, all terms, conditions and provisions of the Lease shall be and continue to remain in full force and effect and are unmodified, and each of the parties hereto reaffirms and reacknowledges its respective obligations under the Lease as amended hereby.

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IN WITNESS WHEREOF, County has, by order of its Board of Supervisors, caused this Amendment to Lease to be subscribed by the Chair of said Board and attested by the Clerk thereof, and the Lessee has executed the same.

LESSEE:

DEL REY SHORES PERSONAL WAREHOUSES, a joint venture

By the Epstein Family Trust, joint venturer

By: [Signature]
Jerry B. Epstein, Trustee

By: [Signature]
Pat Epstein, Trustee

By the Kirk Douglas and Anne Douglas Declaration of Trust, joint venturer

By: [Signature]
Kirk Douglas, Trustee

By: [Signature]
Anne Douglas, Trustee

ATTEST:

Violet Varona Lukens
Executive Officer-Clerk of the
Board of Supervisors

By: [Signature]
Deputy

COUNTY OF LOS ANGELES

[Signature]
Chair, Board of Supervisors

APPROVED AS TO FORM:
Lloyd W. Pellman
County Counsel

By: [Signature]
Deputy



ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

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MAY 09 2000

[Signature]
VIOLET VARONA-LUKENS
EXECUTIVE OFFICER